

<i>SERFF Tracking Number:</i>	<i>AGNY-125713638</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EPL-01</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>EPL Defense Shield 54166882372017002</i>		
<i>Project Name/Number:</i>	<i>EPL Defense Shield/AIC-08-EPL-01</i>		

Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: EPL Defense Shield SERFF Tr Num: AGNY-125713638 State: Arkansas
54166882372017002

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0010 Employment Practices Co Tr Num: AIC-08-EPL-01 State Status: Fees verified and
Liability received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts

Authors: Nicole Todini, Walter

Murphy

Date Submitted: 06/27/2008 Disposition Date: 08/08/2008

Effective Date Requested (New): 07/28/2008 Disposition Status: Approved

Effective Date Requested (Renewal): 07/28/2008 Effective Date (New):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: EPL Defense Shield

Project Number: AIC-08-EPL-01

Reference Organization:

Reference Title:

Filing Status Changed: 08/08/2008

State Status Changed: 07/10/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

The referenced companies submit their EPL Defense Shield Program (the "Program"), which provides coverage for defense costs arising out of covered claims for wrongful employment acts. This Program is designed for companies with twenty-five (25) or fewer employees.

SERFF Tracking Number: AGNY-125713638 State: Arkansas
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 Company Tracking Number: AIC-08-EPL-01
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: EPL Defense Shield 54166882372017002
 Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

The filing will be rated on an (a) rate basis.

Company and Contact

Filing Contact Information

Nicole Todini, State Filings Manager
 175 Water Street
 New York, NY 10038
 Nicole.Todini@AIG.com
 (212) 458-6070 [Phone]
 (212) 458-7076[FAX]

Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.
 70 Pine Street
 New York, NY 10270
 (212) 770-7000 ext. [Phone]
 CoCode: 19445
 State of Domicile: Pennsylvania
 Group Code:
 Group Name:
 FEIN Number: 25-0687550

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 Form Filing X \$50 = \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	\$50.00	06/27/2008	21129594

SERFF Tracking Number: AGNY-125713638 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EPL-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability

Product Name: EPL Defense Shield 54166882372017002

Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/08/2008	08/08/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	07/10/2008	07/10/2008	Walter Murphy	07/31/2008	07/31/2008

SERFF Tracking Number: *AGNY-125713638* *State:* *Arkansas*
Filing Company: *National Union Fire Insurance Company of* *State Tracking Number:* *EFT \$50*
 Pittsburgh, Pa.
Company Tracking Number: *AIC-08-EPL-01*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0010 Employment Practices Liability*
Product Name: *EPL Defense Shield 54166882372017002*
Project Name/Number: *EPL Defense Shield/AIC-08-EPL-01*

Disposition

Disposition Date: 08/08/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125713638 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EPL-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability

Product Name: EPL Defense Shield 54166882372017002

Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	EPL Defense Shield Declarations Page	Approved	Yes
Form	EPL Defense Shield Employment Practices Liability Defense Costs Policy	Approved	Yes
Form	EPL Defense Shield Application	Approved	Yes
Form	EPL Defense Shield Renewal Application	Approved	Yes
Form	Declarations Page Correction Items(s) Correction Endorsement	Approved	Yes
Form	Coverage Territory Endorsement	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form (revised)	ERP Amendatory Endorsement Arkansas	Approved	Yes
Form	ERP Amendatory Endorsement Arkansas	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: AGNY-125713638 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: EFT \$50
Pittsburgh, Pa.
Company Tracking Number: AIC-08-EPL-01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: EPL Defense Shield 54166882372017002
Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/10/2008
Submitted Date 07/10/2008
Respond By Date
Dear Nicole Todini,

This will acknowledge receipt of the captioned filing.

With reference to Form 99241 (06/08), page 2, c. you must allow 60 days to request the optional Extended Reporting Period endorsement. Also, Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

The basic 60 Extended Reporting Period is mandatory and free of charge. You may not make this sixty period part of the Optional ERP. The Optional ERP must begin when the 60 basic ERP ends.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/31/2008
Submitted Date 07/31/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: In response to your 7/10/08 correspondence, please refer to the attached revised Arkansas Extended Reporting Period Endorsement – Form #99241 (7/08) second paragraph F (2)(a), as well as this endorsement

SERFF Tracking Number: AGNY-125713638 State: Arkansas
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: EPL Defense Shield 54166882372017002
 Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

addresses those additional concerns posed by your department.

We trust that this will allow you to complete your review of our filing.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ERP Amendatory Endorsement Arkansas	99241	7/08	Endorsement/AmendmentNew /Conditions				ERP Amendatory Endorsement _AR__ 7-08_ 99241.pdf

Previous Version

ERP Amendatory Endorsement Arkansas	99241	6/08	Endorsement/AmendmentNew /Conditions				99241 (6-08) ERP Amendatory Endorsement Arkansas. pdf
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No Rate/Rule Schedule items changed.

Sincerely,
 Nicole Todini, Walter Murphy

SERFF Tracking Number: AGNY-125713638 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EPL-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability

Product Name: EPL Defense Shield 54166882372017002

Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EPL Defense Shield Declarations Page	99229	5/08	Declaration News/Schedule		0.00	99229 (5-08) EPL Defense Shield Declarations.pdf
Approved	EPL Defense Shield Employment Practices Liability Defense Costs Policy	99230	5/08	Policy/Coverage New Form		0.00	99230 (5-08) EPL Defense Shield Policy.pdf
Approved	EPL Defense Shield Application	95629	9/07	Application/ New Binder/Enrollment		0.00	95629 (9-07) EPL Defense Shield Application.1 doc.pdf
Approved	EPL Defense Shield Renewal Application	95630	9/07	Application/ New Binder/Enrollment		0.00	95630 (9-07) EPL Defense Shield Renewal Application.pdf
Approved	Declarations Page Correction Item(s) Correction Endorsement	95633	9/07	Endorsement New/Amendment/Conditions		0.00	95633 (9-07) Declarations Page Item(s) _ Correction Endorsement.pdf
Approved	Coverage	95939	10/07	Endorsement New		0.00	95939 (10-

SERFF Tracking Number:	AGNY-125713638			State:	Arkansas	
Filing Company:	National Union Fire Insurance Company of Pittsburgh, Pa.			State Tracking Number:	EFT \$50	
Company Tracking Number:	AIC-08-EPL-01					
TOI:	17.0 Other Liability - Claims Made/Occurrence			Sub-TOI:	17.0010 Employment Practices Liability	
Product Name:	EPL Defense Shield 54166882372017002					
Project Name/Number:	EPL Defense Shield/AIC-08-EPL-01					
	Territory			nt/Amendm		07)
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						t.pdf
Approved	Cancellation	95636	9/07	Endorseme New	0.00	95636 (9-07)
	Endorsement			nt/Amendm		Cancellation
				ent/Condi		Endorsemen
				ons		t.pdf
Approved	ERP Amendatory	99241	7/08	Endorseme New		ERP
	Endorsement			nt/Amendm		Amendatory
	Arkansas			ent/Condi		Endorsemen
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Approved	Arkansas	52131	11/03	Canc/NonR New		52131 (11-
	Amendatory			en Notice		03)
	Endorsement					Arkansas
						Amendatory
						Endorsemen
						t.pdf

Item 6. LIMIT OF LIABILITY:

Aggregate Limit of Liability: \$ _____ for all **Defense Costs**

Item 7. RETENTION:

- a. Amount for all **Defense Costs** for which the Named Insured or any **Subsidiary** is neither permitted nor required to indemnify the **Individual Insured(s)**: \$ N/A
- b. Amount for all other **Defense Costs** arising from **Claims** alleging the same **Wrongful Employment Act** or **Related Wrongful Employment Acts**: \$

Item 8. NUMBER OF EMPLOYEES AT INCEPTION OF POLICY PERIOD: _____
(maximum 25 permitted)

Item 9. EXCLUDED TERRITORIES: CALIFORNIA AND NEW YORK

Item 10. PREMIUM: \$ _____

Item 11. FORMS AND ENDORSEMENTS:

Item 12. INSURER ADDRESS:

Item 13. CLAIMS REPORTING ADDRESS: c-Claim for Financial Lines
AIG Domestic Claims, Inc.
175 Water Street, 9th Floor
New York, NY 10038

AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and a Secretary on the Declarations page and signed by a duly authorized representative of the Insurer.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

EPL DEFENSE SHIELD®

EMPLOYMENT PRACTICES LIABILITY DEFENSE COSTS POLICY

In consideration of the premium paid and in reliance upon the statements made and information supplied whether by **you** or a broker acting on **your** behalf in conjunction with this insurance, the Insurer agrees to this Policy as a contract with **you**.

Throughout this Policy, the words **you** and **your** refer to the Named Insured(s) shown in the Declarations and any other person(s) or organization(s) qualifying as an **Insured** under this Policy. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under SECTION II. DEFINITIONS

Other words and phrases that appear in boldface have special meaning. Refer to SECTION II. DEFINITIONS.

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. **We** shall pay those **Defense Costs** arising out of a **Claim** against an **Insured** for **Wrongful Employment Acts**. The **Wrongful Employment Acts** must first commence or take place after the **Original Inception Date**, but before the end of the Policy Period. A **Claim** for a **Wrongful Employment Act** must be first made during the Policy Period or Extended Reporting Period (if applicable) and reported to the Insurer pursuant to Section VII.D of this Policy.
2. **Wrongful Employment Acts** shall be deemed to first commence or take place as of the date of the earliest **Wrongful Employment Act** alleged in any **Claim** or **Related Wrongful Employment Act** alleged in more than one **Claim**. **Claims** can allege **Related Wrongful Employment Acts**, regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of actions.

B. Defense

1. **We** do not assume any duty to defend. **You** shall defend and contest any **Claim** made against **you**.

2. **You** shall select a licensed, qualified and appropriately specialized attorney in the geographical area where a **Claim** is brought against **you**.
3. **We** shall advance, at **your** written request, **Defense Costs** prior to the final disposition of a **Claim**. Such advanced payments shall be repaid to **us** by **you** in the event and to the extent that the **Insureds** shall not be entitled to such payment under the terms and conditions of this Policy.
4. The **Insureds** shall give **us** full cooperation and such information as **we** may reasonably require.

SECTION II. DEFINITIONS

- A. **Bodily Injury** means physical injury, sickness, or disease, including death resulting therefrom. **Bodily Injury** shall not include emotional distress or mental anguish arising from an otherwise covered **Wrongful Employment Act**.
- B. **Claim** means a written demand for monetary or non-monetary relief by a past, present or future **Employee** or applicant for employment with the Named Insured or any **Subsidiary** solely in his or her capacity as such. The term **Claim** shall also mean an Equal Employment Opportunity Commission ("EEOC"), Department of Labor ("DOL") or Office of Federal Contract Compliance Program ("OFCCP") (or similar federal, state or

local agency) proceeding commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to **you**. However, in no event shall the term **Claim** include any criminal proceeding or any labor or grievance disputes, including any civil or administrative proceeding, which is subject to a collective bargaining agreement.

C. Defense Costs means reasonable and necessary fees, costs and expenses resulting solely from the response to and/or defense and appeal of a **Claim** against **you**. Fees must be customary and consistent with those of the geographic area in which the **Claim** is made. Rates that are less than or equal to the following amounts shall automatically be deemed reasonable under this Policy: \$250/hour for partners; \$200/hour for associates; and \$85/hour for paralegals. Rates in excess of such amounts shall only be deemed reasonable under this Policy with **our** written consent.

D. Employee means an individual whose labor or service is engaged by and directed by **you** for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary employees. Individuals who are leased employees for **you** shall also be **Employees**, but only if **you** provide or are required pursuant to a written contract to provide indemnification to such individual in the same manner as that provided to **your** other **Employees**. Independent contractors are not **Employees**.

E. Individual Insured means any past, present or future directors, officers, trustees or governors and **Employees** of the Named Insured, but solely in their capacity as such.

F. Insured means:

1. any **Individual Insured**; and
2. the Named Insured and any **Subsidiary**.

G. Original Inception Date means the inception date of **your** first EPL Defense Shield Employment Practices Liability Defense Costs Policy issued by **us** or any other member company of American International Group, Inc. ("AIG").

H. Property Damage means physical injury to, or destruction of, tangible property including the loss of use of thereof, which has not been physically injured or destroyed.

I. Related Wrongful Employment Act(s) means **Wrongful Employment Acts** which are the same, related or continuous, or **Wrongful Employment Acts** which arise from a common nucleus of facts.

J. Retaliation means a **Wrongful Employment Act** of an **Insured** alleged to be in response to the actual or attempted exercise by an **Employee** of any right that such **Employee** has under the law including any **Wrongful Employment Act** of an **Insured** alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal state, local or foreign whistleblower law.

K. Subsidiary means any corporation of which the Named Insured owns more than 50% of the voting interest as of the inception of the Policy Period.

Coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary** or an **Individual Insured** of any **Subsidiary** shall only apply to **Wrongful Employment Acts** commenced or allegedly commenced after the effective date that such **Subsidiary** became a **Subsidiary** and prior to the date that such **Subsidiary** ceased to be a **Subsidiary** under this Policy.

L. Wrongful Employment Act(s) means any actual or alleged:

1. wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract; **Retaliation**; employment-related misrepresentation(s) to **your Employee** or applicant for employment with **you**; employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy; wrongful failure to employ or promote; wrongful deprivation of career opportunity; wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference; wrongful discipline; failure to grant tenure; failure to provide or enforce adequate or consistent corporate policies

and procedures relating to any **Wrongful Employment Act**; negligent supervision or hiring by an **Insured** relating to any of the above; or violation of an **Employee's** civil rights relating to any of the above.

2. harassment, including, but not limited to, sexual harassment, whether "quid pro quo," hostile work environment or otherwise; or
3. discrimination, including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability.

SECTION III. EXTENSIONS

Subject otherwise to the terms hereof, this Policy shall cover **Defense Costs** arising from any **Claim(s)** made against the estates, heirs, or legal representative of a deceased **Individual Insured**, and, in the event of incompetency, the legal representatives of an **Individual Insured** who was an **Individual Insured** at the time the **Wrongful Employment Act(s)** upon which such **Claim(s)** are based were committed.

SECTION IV. EXCLUSIONS – WHAT IS NOT COVERED

A. This insurance does not apply to **Defense Costs** incurred in connection with any **Claim** arising out of:

1. Fraud and Dishonest Conduct

a dishonest, fraudulent, criminal or malicious act or any intentional or knowing violation of the law, or gaining of any profit or advantage to which **you** are not legally entitled; however, **we** will defend **Suits** alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against **you** as to such conduct at which time **you** shall reimburse **us** for **Defense Costs**; **we** shall not cover any **Claim** if **you** plead *nolo contendere* or no contest to a criminal proceeding against **you** arising out of the same, or essentially the same, material facts as such **Claim**;

2. Contractual Liability

any actual or alleged contractual liability of any **Insured** under any express contract or agreement; provided, however, that this exclusion shall not apply to liability which would have attached in the absence of such express contract or agreement;

3. Prior Notice

any facts alleged, or the same or **Related Wrongful Employment Acts** alleged or contained in, any **Claim** which has been reported, or in any circumstances of which notice has been given, under any policy of which this Policy is a renewal or replacement or which it may succeed in time;

4. Prior Knowledge

any facts, events, incidents, circumstances or **Wrongful Employment Acts**, of which, prior to the **Original Inception Date**, any **Insured**, had knowledge or which any **Insured** could have reasonably foreseen might result in a **Claim**;

5. Prior or Pending Matters

any (a) claim or litigation or (b) EEOC (or similar state, local or foreign agency) proceeding or investigation of which any **Insured** had notice, prior to or as of the **Original Inception Date**, or alleging or derived from the same or **Related Wrongful Employment Acts** alleged in such pending or prior claim, litigation, proceeding or investigation.

B. This insurance does not apply to **Defense Costs** incurred in connection with any **Claim**:

1. Bodily Injury and Property Damage

for **Bodily Injury** or **Property Damage**;

2. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

for any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security

benefits or similar law; provided, however, that this exclusion shall not apply to **Retaliation**;

3. **ERISA, COBRA, WARN, OSHA, NLRA and FLSA**

for any **Insured's** failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining (OSHA), National Labor Relations Act of 1947 (NLRA), or the Fair Labor Standards Act and amendments thereto, any rules or regulations of the foregoing promulgated thereunder, or any similar provisions of any federal, state, or local statutory or common law (except the Equal Pay Act); provided, however, that this exclusion shall not apply to **Retaliation**;

4. **Late Notice**

that is not reported to **us** in accordance with Section VII.D of this Policy;

5. **Certain Insureds**

that is made by or on behalf of any person who is or was a director, trustee, or equivalent position of the Named Insured or any **Subsidiary**; or

6. **Class Actions**

that is brought as a class action regardless of whether a class is ultimately certified.

SECTION V. LIMIT OF LIABILITY

A. The aggregate Limit of Liability stated in Item 6 of the Declarations to this Policy and the information contained in this section limits the most **we** shall pay for all **Defense Costs** arising out of **Claims** first made against **Insureds** during the Policy Period or Extended Reporting Period (if applicable) and reported to **us** pursuant to Section VII.D of this Policy regardless of:

1. the number of persons or organizations covered by this Policy;

2. the number of **Claims** made; or

3. the length of the Policy Period.

B. All **Claims** made anytime after the **Original Inception Date** arising from the same or **Related Wrongful Employment Acts**, including any **Claim** which is made subsequent to the Policy Period or Extended Reporting Period (if applicable) which, pursuant to Section VII.D.2, is considered made during the Policy Period or Extended Reporting Period (if applicable), shall be deemed to have been first made during the Policy Period or Extended Reporting Period (if applicable) in effect as of the date the earliest of such **Claims** was made and reported to **us**, and all such **Claims** shall be subject solely to the aggregate Limit of Liability of such policy.

C. The aggregate Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the aggregate Limit of Liability for the Policy Period stated in Item 6 of the Declarations.

SECTION VI. RETENTION

We shall only be liable for the amount of **Defense Costs** arising from a **Claim** which is in excess of the Retention amount stated in Item 7 of the Declarations. Such Retention amount is to be borne by the **Insureds** and shall remain uninsured with regard to all **Defense Costs**: (1) for which the Named Insured or any **Subsidiary** has indemnified or is permitted or required to indemnify the **Individual Insured(s)**; or (2) of the Named Insured or any **Subsidiary**. A single Retention amount shall apply to all **Defense Costs** arising from all **Claims** alleging the same or **Related Wrongful Employment Acts**.

Under no circumstances will the Named Insured's or a **Subsidiary's** bankruptcy, insolvency, or inability to pay require us to drop down, in any way replace, or assume any of the Named Insured's or **Subsidiary's** obligations with respect to the Retention provision of this Policy.

SECTION VII. CONDITIONS

A. Full Compliance

We have no obligation to pay under this Policy unless there has been full compliance with all the Conditions contained in this Policy.

B. No Assignment

The interest of any **Insured** is not assignable. **You** cannot assign or transfer **your** interest in this Policy without **our** written consent attached to this Policy.

C. Coverage Territory

We will cover **Wrongful Employment Acts** in the United States of America, its territories and possessions, Puerto Rico, or Canada, but only if the **Claim** is brought for such **Wrongful Employment Act** in the United States of America, its territories and possessions, Puerto Rico, or Canada; provided, however, that this Policy shall not apply to **Wrongful Employment Acts** occurring or **Claims** brought in those states or territories listed as Excluded Territories in Item 9 of the Declarations.

D. Duties in the Event of a Claim

1. If, during the Policy Period, a **Claim** is made against an **Insured** for which coverage may be provided hereunder, **you** shall give written notice to **us** at the address set forth in the Declarations in all events no later than:
 - a. sixty (60) days after the date the **Claim** was first made against the **Insured**; or
 - b. within thirty (30) days after the end of the Policy Period or Extended Reporting Period (if applicable), as long as such **Claim** is reported no later than thirty (30) days after the date such **Claim** was first made against an **Insured**.
2. If **you** submit written notice of a **Claim** to **us** pursuant to this Clause D, then any **Claim** that may subsequently be made against an **Insured** and reported to **us** alleging the same or **Related Wrongful Employment Acts** to the **Claim** for which such notice is given shall be deemed to

have been first made during the Policy Period or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to **us**.

E. Transfer of Rights of Recovery Against Others to Us

You may be able to recover all or part of a loss from someone other than **us**. **You**, therefore, shall do all that is possible after a **Claim** is made against **you** to preserve any such right(s) of recovery. If **we** make a payment under this Policy, that right of recovery shall belong to **us**. **You** shall take whatever action **we** deem necessary, including signing of documents, to help **us** obtain such recovery.

F. Extended Reporting Period

1. Except as indicated below, if **you** or **we** shall cancel or refuse to renew this Policy, **you** shall have the right to an Extended Reporting Period of one (1), two (2) or three (3) years following the effective date of cancellation or non-renewal upon payment of the respective additional premium amount described below, in which to give **us** written notice of any **Claims** first made against **you** during said Extended Reporting Period for any **Wrongful Employment Act(s)** which take place after the **Original Inception Date** and before the end of the Policy Period and are otherwise covered by this Policy.

To obtain an Extended Reporting Period, **you** must request it in writing and pay the additional premium amount due within thirty (30) days of cancellation or non-renewal.

The additional premium amount for: (1) one year shall be 75% of the full annual premium; (2) two years shall be 150% of the full annual premium; and (3) three years shall be 200% of the full annual premium.

2. The aggregate limit of liability applicable to **Claims** made against **you** during such Extended Reporting Period is part of, and not in addition to, the applicable aggregate Limit of Liability stated in Item 6 of the Declarations.
3. The Extended Reporting Period cannot be canceled, except for nonpayment of premium.

The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. If **we** do not receive the written request as required, **you** may not exercise this right at a later date. The Extended Reporting Period and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. **Our** offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

4. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
5. In the event of a Transaction, as defined in Clause G below, the Named Insured shall have the right, within thirty (30) days before the end of the Policy Period, to request an offer from **us** of an Extended Reporting Period (with respect to any **Wrongful Employment Acts** which take place after the **Original Inception Date** and prior to the end of the Policy Period) for a period of no less than three (3) years or for such longer or shorter period as the Named Insured shown in the Declarations may request. **We** shall offer such Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a Transaction, the right to an Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

G. Change in Control of Named Insured

If during the Policy Period:

1. the Named Insured shall consolidate with, merge into or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. any person or entity or group of persons or entities acting in concert shall acquire an amount of outstanding securities

representing more than 50% of the voting power for the election of directors of the Named Insured, or acquires the voting rights of such an amount of such securities

(any of the above events herein referred to as the "Transaction"),

then this Policy shall continue in full force and effect as to **Wrongful Employment Acts** occurring after the **Original Inception Date** and prior to the effective date of the Transaction, but there shall be no coverage afforded by any provision of this Policy for any actual or alleged **Wrongful Employment Acts** occurring after the effective date of the Transaction.

H. Legal Action Against Us

No person or organization has the right to join **us** as a party or otherwise bring **us** into a **Claim** seeking damages from an **Insured**.

I. Alternative Dispute Resolution Process

It is hereby understood and agreed that all disputes and differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Defense Costs**, may be submitted to the non-binding mediation process as set forth in this clause.

Either the Named Insured or **we** may elect a non-binding mediation administered by any mediation facility to which **we** and the Named Insured mutually agree, in which all implicated **Insureds** and **we** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing Commercial Mediation Rules. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principles of the law of the state where the Named Insured is incorporated in the construction or interpretation of the provisions of this Policy. Either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least one hundred and twenty (120) days after the date the mediation shall be deemed concluded or terminated.

Each party shall share equally the expenses of the non-binding mediation.

The non-binding mediation may be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois, Denver, Colorado; or in the state indicated in Item 3 of the Declarations as the mailing address for the Named Insured. The Named Insured shall act on behalf of each and every **Insured** in connection with any non-binding mediation under this clause.

J. Other Insurance and Indemnification

1. Such insurance as is provided by this Policy shall apply only as excess over any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided by this Policy. This Policy shall specifically be excess of any other valid and collectible insurance pursuant to which any other insurer has a duty to defend a **Claim**.
2. In the event any such other insurance is provided by **us** or any member company of AIG (or would be provided, but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a claim) then **our** maximum aggregate Limit of Liability for all losses combined in connection with a **Claim** covered, in part or in whole, by this Policy and such other insurance policy issued by a member company of AIG shall not exceed the greater of the Limit of Liability of this Policy or the limit of liability of such other insurance policy issued by another member company of AIG.
3. In the event of a **Claim** against a leased or temporary **Employee** as described in Section II.D, coverage as is afforded by this Policy shall be specifically excess of indemnification provided by such leasing company or temporary agency and any insurance provided to such leasing company or temporary agency.

K. Policy Changes

This Policy contains all the agreements between **you** and **us** concerning this insurance. This Policy can only be changed by a written endorsement **we** issue and make part of this Policy.

L. Representations

1. By accepting this Policy, **you** agree that the statements in the application (if applicable), any statements made and information supplied to **us** by **you** or any insurance broker on **your** behalf in conjunction with the purchase of this insurance and the Declarations are true, and that they are **your** agreements and representations.
2. Each **Insured** agrees that this Policy is issued in reliance upon the truth of those statements, information and representations.
3. Any and all relevant provisions of this Policy may be voidable by **us** in any case of fraud, intentional concealment, or misrepresentation of material fact by any **Insured**.

M. Special Rights and Duties of the Named Insured

You agree that the Named Insured stated in the Declarations shall act on behalf of all **Insureds** as to:

1. giving of notice of a **Claim**;
2. receiving notice of cancellation or non-renewal;
3. payment of premiums; and
4. acceptance of any endorsements issued to form a part of this Policy.

N. Headings

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

SECTION VIII. CANCELLATION/NONRENEWAL

- A. The Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
- B. **We** may cancel this Policy by mailing or delivering to the first **named insured** written notice of cancellation at least:

1. ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 2. thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
- C.** **We** will mail or deliver **our** notice to the Named Insured's address shown in the Declarations.
- D.** Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- E.** If this Policy is canceled, **we** will send the Named Insured any premium refund due. If **we** cancel, the refund will be pro rata. If the Named Insured cancels, **we** shall retain the customary short rate proportion of the premium herein. The cancellation will be effective even if **we** have not made or offered a refund.
- F.** The Policy cannot be canceled by either party after the premium for an Extended Reporting Period is paid.
- G.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- H.** If the period of limitations relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitations permitted by such law.

**EPL Defense Shield® Application**

NOTICES: PLEASE BE ADVISED THAT THE POLICY FOR WHICH THIS APPLICATION IS MADE WILL PROVIDE EMPLOYMENT PRACTICES LIABILITY INSURANCE FOR LEGAL EXPENSES ONLY. THE POLICY WILL NOT PROVIDE INSURANCE FOR JUDGMENTS, SETTLEMENTS OR ANY OTHER TYPE OF LOSS OTHER THAN LEGAL EXPENSES.

IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS WITH NO PRIOR ACTS COVERAGE.

THE POLICY FOR WHICH THIS APPLICATION IS MADE IS NOT AVAILABLE FOR INSURED DOMICILED IN CA OR NY.

Section A. GENERAL INFORMATION

1. Name of Applicant: _____
 Address of Applicant: _____
 City: _____ State of Domicile: _____ Zip Code: _____
2. Applicant's Primary Nature of Business: _____ Total Number of Employees: _____

The **EPL Defense Shield for Employment Practices Liability Insurance** policy and the corresponding rate table below are only available for those prospective Insureds with the following characteristics:

*25 or fewer employees (including full-time, part-time, seasonal and temporary) *Not domiciled in California or New York

Risks that do not meet these qualifications are ineligible for this product and should contact their broker for additional information.

Section B. DESIRED COVERAGE (SELECT ONE)

Select	Employee Count	Coverage Description	Limit of Liability	Retention	Premium
BRONZE					
<input type="checkbox"/>	1 – 14	Defense Only	\$10,000	\$1,000	\$150.00
<input type="checkbox"/>	15 – 25	Defense Only	\$10,000	\$1,000	\$225.00
SILVER					
<input type="checkbox"/>	1 – 14	Defense Only	\$25,000	\$1,000	\$275.00
<input type="checkbox"/>	15 – 25	Defense Only	\$25,000	\$1,000	\$400.00
GOLD					
<input type="checkbox"/>	1 – 14	Defense Only	\$50,000	\$5,000	\$360.00
<input type="checkbox"/>	15 – 25	Defense Only	\$50,000	\$5,000	\$525.00
PLATINUM					
<input type="checkbox"/>	1 – 14	Defense Only	\$50,000	\$2,500	\$450.00
<input type="checkbox"/>	15 – 25	Defense Only	\$50,000	\$2,500	\$675.00

Notice to Arkansas, Colorado, District of Columbia, Louisiana, Maine, New Mexico, Oklahoma, Tennessee, Virginia, Washington, Florida, New Jersey, Ohio, and Kentucky Applicants: It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company with respect to a claim for payment of Loss or benefit or in an application for insurance for the purpose of defrauding, injuring or deceiving or attempting to defraud, injure or deceive the company. Any such person is guilty of a crime and may be subject to fines, imprisonment, denial of insurance benefits, criminal penalties and civil damages or penalties.

Additional Notice to Colorado Applicants: Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory authorities.

Notice to Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

The undersigned authorized officer of the applicant declares that the statements set forth herein are true. The undersigned authorized officer agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will, in order for the information to be accurate on the effective date of the insurance, immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorizations or agreements to bind the insurance.

Signing of this application does not bind the applicant or the insurer to complete the insurance, but it is agreed that this application shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the policy.

All written statements and materials furnished to the insurer in conjunction with this application, regardless of whether such documents are attached to the policy, are hereby incorporated by reference into this application and made a part hereof.

The insured represents that the information furnished in this application is complete, true and correct. Any misrepresentation, omission, concealment or incorrect statement of a material fact, in this application or otherwise, shall be grounds for the rescission of any policy issued.

Signature of Applicant/Authorized Insurance Representative

Print Name: _____

Title: _____

Date

Broker: _____

License #: _____ City/State: _____

**EPL Defense Shield® Renewal Application**

NOTICES: PLEASE BE ADVISED THAT THE POLICY FOR WHICH THIS APPLICATION IS MADE WILL PROVIDE EMPLOYMENT PRACTICES LIABILITY INSURANCE FOR LEGAL EXPENSES ONLY. THE POLICY WILL NOT PROVIDE INSURANCE FOR JUDGMENTS, SETTLEMENTS OR ANY OTHER TYPE OF LOSS OTHER THAN LEGAL EXPENSES.

IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS WITH LIMITED PRIOR ACTS COVERAGE.

THE POLICY FOR WHICH THIS APPLICATION IS MADE IS NOT AVAILABLE FOR INSUREDS DOMICILED IN CA OR NY.

Section A. GENERAL INFORMATION

1. Name of Applicant: _____
- Address of Applicant: _____ City: _____ State of Domicile: _____ Zip Code: _____
2. Applicant's Primary Nature of Business: _____ Total Number of Employees: _____
3. Has the Applicant given notice of any Claim(s) under any previous EPL Defense Shield Policy? Yes ☐ No ☐

Section B. DESIRED COVERAGE (SELECT ONE)

Select	Employee Count	Coverage Description	Limit of Liability	Retention	Premium
BRONZE					
<input type="checkbox"/>	1 – 14	Defense Only	\$10,000	\$1,000	\$150.00
<input type="checkbox"/>	15 – 25	Defense Only	\$10,000	\$1,000	\$225.00
SILVER					
<input type="checkbox"/>	1 – 14	Defense Only	\$25,000	\$1,000	\$275.00
<input type="checkbox"/>	15 – 25	Defense Only	\$25,000	\$1,000	\$400.00
GOLD					
<input type="checkbox"/>	1 – 14	Defense Only	\$50,000	\$5,000	\$360.00
<input type="checkbox"/>	15 – 25	Defense Only	\$50,000	\$5,000	\$525.00
PLATINUM					
<input type="checkbox"/>	1 – 14	Defense Only	\$50,000	\$2,500	\$450.00
<input type="checkbox"/>	15 – 25	Defense Only	\$50,000	\$2,500	\$675.00

Renewal of Policy Number: _____

Requested Continuity Date: _____

Notice to Arkansas, Colorado, District of Columbia, Louisiana, Maine, New Mexico, Oklahoma, Tennessee, Virginia, Washington, Florida, New Jersey, Ohio, and Kentucky Applicants: It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company with respect to a claim for payment of Loss or benefit or in an application for insurance for the purpose of defrauding, injuring or deceiving or attempting to defraud, injure or deceive the company. Any such person is guilty of a crime and may be subject to fines, imprisonment, denial of insurance benefits, criminal penalties and civil damages or penalties.

Additional Notice to Colorado Applicants: Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory authorities.

Notice to Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

The undersigned authorized officer of the applicant declares that the statements set forth herein are true. The undersigned authorized officer agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will, in order for the information to be accurate on the effective date of the insurance, immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorizations or agreements to bind the insurance.

Signing of this application does not bind the applicant or the insurer to complete the insurance, but it is agreed that this application shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the policy.

All written statements and materials furnished to the insurer in conjunction with this application, regardless of whether such documents are attached to the policy, are hereby incorporated by reference into this application and made a part hereof.

The insured represents that the information furnished in this application is complete, true and correct. Any misrepresentation, omission, concealment or incorrect statement of a material fact, in this application or otherwise, shall be grounds for the rescission of any policy issued.

Signature of Applicant/Authorized Insurance Representative

Date

Print Name: _____

Broker: _____

Title: _____

License #: _____ City/State: _____

95630 (9/07)

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

DECLARATIONS PAGE ITEM(S) ☒ CORRECTION ENDORSEMENT

In consideration of the premium charged, it is hereby agreed and understood that Item (s) ☒ of the Declarations, [INSERT TITLE/NAME OF ITEM (E.G., "RETENTION")], is hereby deleted in its entirety and replaced with the following:

[INSERT REVISED INFORMATION]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

COVERAGE TERRITORY ENDORSEMENT

In consideration of the premium charges, it is hereby understood and agreed that payment of **Defense Costs** under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

CANCELLATION ENDORSEMENT

In consideration of the premium charged, it is hereby agreed and understood that policy number XXXXXX is hereby cancelled effective [], 20XX at 12:01 a.m.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

EPL DEFENSE SHIELD®

EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT

ARKANSAS

In consideration of the premium charged, it is hereby understood and agreed that Section **VII. CONDITIONS**, Clause **F. Extended Reporting Period**, is deleted in its entirety and replaced with the following:

F. Automatic/Optional Extended Reporting Period

1. Automatic Extended Reporting Period

If **you** or **we** shall cancel or refuse to renew this Policy, **you** shall have the right to a period of sixty (60) days following the effective date of cancellation or non-renewal (hereinafter referred to as the "Automatic Extended Reporting Period") in which to give notice to **us** of **Claims** first made against **you** during the Automatic Extended Reporting Period for **Wrongful Employment Act(s)** occurring after the **Original Inception Date**, if any, but prior to the expiration of the Policy Period will be considered first made during the Policy Period.

The Automatic Extended Reporting Period shall not apply to **Claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (a) the exhaustion of the amount of insurance applicable to such **Claims**, or (b) any applicable retention or deductible.

2. Optional Extended Reporting Period

- a. Except as indicated below, if **you** or **we** shall cancel or refuse to renew this Policy, **you** shall have the right to an Extended Reporting Period of one (1), two (2) or three (3) years following the effective date of cancellation or non-renewal (hereinafter referred to as the "Optional Extended Reporting Period") upon payment of the respective additional premium amount described below, in which to give **us** written notice of any **Claims** first made against **you** during said Optional Extended Reporting Period (which, if a one-year Optional Extended Reporting Period is purchased, shall begin at the expiration of the Automated Extended Reporting Period and, if a two- or three-year Optional Extended Reporting Period is purchased, shall begin at the expiration of the Policy Period) for any **Wrongful Employment Act(s)** which take place after the **Original Inception Date** and before the end of the Policy Period and are otherwise covered by this Policy.

To obtain an Optional Extended Reporting Period, **you** must request it in writing and pay the additional premium amount due within sixty (60) days of cancellation or non-renewal.

The additional premium amount for: (1) one year shall be 75% of the full annual premium; (2) two years shall be 150% of the full annual premium; and (3) three years shall be 200% of the full annual premium.

- b. The aggregate limit of liability applicable to **Claims** made against **you** during such Optional Extended Reporting Period shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the Policy's aggregate Limit of Liability in effect at the inception of the Policy Period.
- c. The Optional Extended Reporting Period cannot be canceled, except for nonpayment of premium. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. If **we** do not receive the written request as required, **you** may not exercise this right at a later date.
- d. In the event of cancellation by **us** for the non-payment of premium (or initial if the full premium is financed via an installment plan) for the Policy, any monies received by **us** as payment for the Optional Extended Reporting Period shall be first applied to such premium owing for the Policy. The Optional Extended Reporting Period will not take effect until the premium owing for the policy is paid in full and the premium owing for the Optional Extended Reporting Period is paid promptly when due.
- e. This insurance, provided during the Optional Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Optional Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
- f. In the event of a Transaction, as defined in Clause G below, the Named Insured shall have the right, within thirty (30) days before the end of the Policy Period, to request an offer from **us** of an Optional Extended Reporting Period (with respect to any **Wrongful Employment Acts** which take place after the **Original Inception Date** and prior to the end of the Policy Period) for a period of no less than three (3) years or for such longer or shorter period as the Named Insured shown in the Declarations may request. **We** shall offer such Optional Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a Transaction, the right to an Optional Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective at

forms part of

Policy no.: issued to:

By:

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE

<i>SERFF Tracking Number:</i>	<i>AGNY-125713638</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EPL-01</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>EPL Defense Shield 54166882372017002</i>		
<i>Project Name/Number:</i>	<i>EPL Defense Shield/AIC-08-EPL-01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125713638 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EPL-01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: EPL Defense Shield 54166882372017002
Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/08/2008

Comments:

Attached.

Attachments:

PCTD-1.pdf

PC_Form Filing Schedule.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
American International Group, Inc.	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State#
Illinois National Insurance Co.	IL	23817	37-0344310	
National Union Fire Insurance Company of Pittsburgh, Pa.	PA	19445	25-0687550	

5. Company Tracking Number	AIC-08-EPL-01
-----------------------------------	----------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Nicole Todini 175 Water St., 17 th Floor New York, NY 10038	Manager, State Filings	212-458-6070	212-458-6070	nicole.todini@aig.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Nicole Todini

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0010 Employment Practices Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	EPL Defense Shield®
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 07/28/2008 Renewal: 07/28/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A

18. Company's Date of Filing	06/27/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	AIC-08-EPL-01
--	---------------

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
--

The companies referenced in Item 4 of this document submit their EPL Defense Shield Program (the "Program"), which provides coverage for defense costs arising out of covered claims for wrongful employment acts. This Program is designed for companies with twenty-five (25) or fewer employees.

The filing will be rated on an (a) rate basis.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: Payment made via EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AIC-08-EPL-01		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	EPL Defense Shield® - Declarations Page	99229 (5/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	EPL Defense Shield® - Employment Practices Liability Defense Costs Policy	99230 (5/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	EPL Defense Shield® - Application	95629 (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	EPL Defense Shield® - Renewal Application	95630 (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Declarations Page Correction Item(s) Correction Endorsement	95633 (9/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Coverage Territory Endorsement	95939 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Cancellation Endorsement	95636 (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	ERP Amendatory Endorsement Arkansas	99241 (6-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Arkansas Amendatory Endorsement	52131 (11-03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

SERFF Tracking Number: AGNY-125713638 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EPL-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability

Product Name: EPL Defense Shield 54166882372017002

Project Name/Number: EPL Defense Shield/AIC-08-EPL-01

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	ERP Amendatory Endorsement Arkansas	06/27/2008	99241 (6-08) ERP Amendatory Endorsement Arkansas.pdf

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

EPL DEFENSE SHIELD®

EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT

ARKANSAS

In consideration of the premium charged, it is hereby understood and agreed that Section **VII. CONDITIONS**, Clause **F. Extended Reporting Period**, is deleted in its entirety and replaced with the following:

F. Automatic/Optional Extended Reporting Period

1. Automatic Extended Reporting Period

If **you** or **we** shall cancel or refuse to renew this Policy, **you** shall have the right to a period of sixty (60) days following the effective date of cancellation or non-renewal (hereinafter referred to as the "Automatic Extended Reporting Period") in which to give notice to **us** of **Claims** first made against **you** during the Automatic Extended Reporting Period for **Wrongful Employment Act(s)** occurring after the **Original Inception Date**, if any, but prior to the expiration of the Policy Period will be considered first made during the Policy Period.

The Automatic Extended Reporting Period shall not apply to **Claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (a) the exhaustion of the amount of insurance applicable to such **Claims**, or (b) any applicable retention or deductible.

2. Optional Extended Reporting Period

- a. Except as indicated below, if **you** or **we** shall cancel or refuse to renew this Policy, **you** shall have the right to an Extended Reporting Period of one (1), two (2) or three (3) years following the effective date of cancellation or non-renewal (hereinafter referred to as the "Optional Extended Reporting Period") upon payment of the respective additional premium amount described below, in which to give **us** written notice of any **Claims** first made against **you** during said Optional Extended Reporting Period for any **Wrongful Employment Act(s)** which take place after the **Original Inception Date** and before the end of the Policy Period and are otherwise covered by this Policy.

To obtain an Optional Extended Reporting Period, **you** must request it in writing and pay the additional premium amount due within sixty (60) days of cancellation or non-renewal.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m.

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by

The additional premium amount for: (1) one year shall be 75% of the full annual premium; (2) two years shall be 150% of the full annual premium; and (3) three years shall be 200% of the full annual premium.

- b. The aggregate limit of liability applicable to **Claims** made against **you** during such Optional Extended Reporting Period shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the Policy's aggregate Limit of Liability in effect at the inception of the Policy Period.
- c. The Optional Extended Reporting Period cannot be canceled, except for nonpayment of premium. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. If **we** do not receive the written request as required, **you** may not exercise this right at a later date. The Extended Reporting Period and the rights contained herein shall not apply to any cancellation resulting from nonpayment of premium. If **you** exercise **your** right to purchase the Optional Extended Reporting Period, the Automatic Extended Reporting Period shall be deemed void *ab initio* ("from the beginning").
- d. This insurance, provided during the Optional Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Optional Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
- e. In the event of a Transaction, as defined in Clause G below, the Named Insured shall have the right, within thirty (30) days before the end of the Policy Period, to request an offer from **us** of an Optional Extended Reporting Period (with respect to any **Wrongful Employment Acts** which take place after the **Original Inception Date** and prior to the end of the Policy Period) for a period of no less than three (3) years or for such longer or shorter period as the Named Insured shown in the Declarations may request. **We** shall offer such Optional Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a Transaction, the right to an Optional Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE